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 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
 BK **2883** PG **310-318**

Prepared by: Glenn O'Keith Fisher
 Attorney at Law
 2505 Henderson Drive
 Jacksonville, NC 28546

NORTH CAROLINA
 ONSLOW COUNTY

**DECLARATION OF RESTRICTIVE
 AND PROTECTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 31st day of August, 2007, by A&W BUILDERS OF JACKSONVILLE, INC., a corporation organized and existing under the laws of the state of North Carolina, hereinafter called "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of that tract of real property located in Jacksonville Township, Onslow County, North Carolina and more particularly described as follows:

Being all of the numbered lots 1 through 30, inclusive, as shown on that plat entitled "WINCHESTER ESTATES, SECTION I," prepared by Scady, dated 2-20-07 and recorded in Map Book 52, Page 214, Slide 1-179, Onslow County Registry;

and

WHEREAS, the Declarant is desirous of subjecting said real property to the restrictive and protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that all numbered lots shown on the aforesaid plat entitled "WINCHESTER ESTATES, SECTION I," recorded in Map Book 52, Page 214, Slide 1-179, Onslow County Registry, and any additional property known as the "Development Area" as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, transferred, sold, encumbered, leased, rented, used, occupied and improved subject to the restrictive and protective covenants set forth below:

1. GENERAL RESTRICTIONS

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage which may contain living quarters for occupancy by domestic servants of the lot

occupant only, provided that the same are constructed in line with general architectural design and construction standards used for the dwelling itself. Each dwelling shall contain a minimum of 1500 heated square feet, and if two-story, the first floor shall contain a minimum of 900 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of these restrictive and protective covenants.

An owner who owns a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lot or lots, all such structures to comply with the *minimum building setback lines from the actual boundary lines of the subject owner's property*, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictive and protective covenants as a single lot.

Section 4. Variances. The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines herein prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the subject property as evidenced by the recordation of a deed therefore, then the right to grant further encroachment into the setback lines and authority to grant variances for encroachments into said setbacks shall be given to the Architectural Control Committee as described herein.

Section 5. Building Design and Construction: All dwelling and other structures located on a lot shall comply with the following restrictions:

- a. All dwellings must have an attached garage of a size that will enclose at least one car and shall be constructed with the same general architectural design and construction standards used for the dwelling itself.
- b. All building materials used in the construction of any structure shall be new, approved materials, and no cement blocks, tar paper or related materials shall be used as an exterior building material. All exterior finishes shall be brick veneer, vinyl siding or hardy board or *similar material*.
- c. The roofs of the dwelling and all building located on any lot shall be covered with architectural shingles.
- d. The exterior of all detached buildings shall be constructed with materials identical to the exterior of the dwelling so that the buildings conform with the appearance of the dwelling.
- e. No detached garage or outbuildings shall be larger in size than sixteen (16) by sixteen (16) feet.
- f. During construction on any lot, all vehicles involved in the construction, including those delivering material, shall enter the building lot only from the driveway to the lot so as not to damage trees, street paving and curbing.

g. During construction on any lot, the builder and lot owner must keep all lots and the area around all construction sites neat and free of debris. All building debris, stumps, trees and other such materials shall be removed from each building lot by the builder or owner as often as is necessary to keep the lot neat in appearance.

h. Once construction of a dwelling or other buildings or improvements upon a lot are commenced, the said improvements must be substantially completed in accordance with the plans and specifications approved by the Architectural Control Committee within twelve (12) months from commencement.

Section 6. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce these covenants.

Section 7. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that household pets (except as excluded below) may be kept provided that said pet is not kept for breeding or commercial purposes. No Pit Bull Terrier, Bull Terrier, Rottweiler, Akita, Alaskan Malamute, Chow, Doberman Pinscher or any mix thereof shall not be kept or maintained on any lot or in any dwelling. No pet shall be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of a pet kept on their lot.

Section 8. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be such that they cannot be seen from the road in front of the dwelling. The Declarant reserved the right itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 9. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to streetlights shall be allowed without prior Architectural Control Committee approval.

Section 10. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any withing ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this Declaration. A valid easement shall exist on any lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a lot during the period of the construction of a residential

dwelling on the lot but must be immediately removed upon final completion of such construction. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 12. Antennas: There shall be no exterior antenna of any kind of receiving and/or sending of television, radio or other signals unless same have first been approved by the Architectural Control Committee. Satellite dishes are allowed provided that they located on the side or rear of the dwelling or other buildings.

Section 13. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An owner shall provided a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

Section 14. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 15. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 16. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4") inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Control Committee. The Architectural Control Committee Shall have the authority to access a penalty of up to \$500.00 for each such tree cut, removed or intentionally damaged and access said amount against the lot.

Section 17. Swimming pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot only after the Architectural Control Committee approval. All outdoor swimming pools shall be screened from view and fenced and all hot tubs and Jacuzzi's shall be screened from view and fenced or have a locking lid or top. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 18. Clotheslines: No clotheslines shall be allowed on the property at any time.

Section 19. Fence Minimum Requirements: No fences over seven (7) in height shall be constructed on any lot. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature and no chain link or other wire fencing shall be allowed on any lot. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure. Architectural review requirements set forth herein must be met prior to construction of any fence.

Section 20. Mailboxes: Each lot owner shall install at their expense, the mailbox and post designated by the Declarant for the subdivision. No other mailbox or paper box or other receptacle of any kind for the use in the delivery of mail, newspaper, magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Architectural Control Committee.

Section 21. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

Section 22. Street Maintenance and Utility Easements: Lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement during construction of houses. Thereafter, the lot owner shall continue to be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing, additional seeding and/or any other maintenance required. In the event the North Carolina Department of Transportation shall condition acceptance of the roadway into the highway system upon improvements to the shoulder or ditch in front of any lot or lots, then the owners of said lot or lots shall be responsible for bringing the ditches and shoulders in front of their lot(s) to said standards.

2. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. (A) Within 30 days after receipt of all information from a lot owner or their representative, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(B) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative finds before any plans are approved:

- (1) That the improvements sought to be constructed will not have an negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within this Declaration and other subdivision documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale by Declarant of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised solely by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, and Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

3. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency

exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

4. **DEVELOPMENT AREA:** The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the properties which are subject to this Declaration without the consent or joinder of the Owners of Lots or persons or entities having a lien or security interest in such Lots. The Declarant may identify and add to the development area by amendment hereto any other such property as Declarant in its sole discretion may determine.

An amendment of this Declaration shall be made and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be included within this Declaration, and each such portion of the real property shall constitute an addition to the property originally described herein. The right of the Declarant, or its successors and assigns, to expand the properties which are subject to this Declaration shall expire fifteen (15) years from the recording of this instrument.

5. **DECLARANT'S RIGHTS:** Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the Development Area in any manner whatsoever.

So long as the Declarant continues to have rights under this Declaration, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the property described herein, including an amendment of this Declaration, without Declarant's review and written consent thereto. Any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent from Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate fifteen (15) years from the date of this Declaration.

6. **GENERAL PROVISIONS:**

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Declarant as part of any judgment or order to enforce this Declaration. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number _____, as issued by the Division of Water Quality under NCAC 2H.1000:

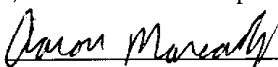
- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is _____square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- h. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) is strictly prohibited by any persons.
- I. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- j. All roof drains shall terminate at least 30' from the mean high water mark.

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots. The Declarant may alter or amend these covenants without consent of anyone at any time. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

A&W BUILDERS OF JACKSONVILLE,
INC., A North Carolina Corporation

By: 
Aaron Maready, President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that AARON MAREADY personally appeared before me this day and acknowledged that he is the President of A&W BUILDERS OF JACKSONVILLE, INC., acting on the authority duly given and as an act of the corporation the execution of the foregoing instrument was signed by its President.

Witness my hand and official stamp or seal, this 21st day of May, 2007.

[Signature] Notary Public

My commission expires: 3/21/2011

Notary Seal

